

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

BNP PARIBAS,

Plaintiff,

v.

CONNEXUS CREDIT UNION,

Defendant.

CIVIL ACTION NO.
07 CIV 8217 (CM)(DFE)

USDS SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: 2/4/08

FINAL JUDGMENT ON CONSENT

WHEREAS Declaratory Judgment Plaintiff, BNP Paribas ("BNP Paribas"), brought this action against Defendant, Connexus Credit Union, ("CCU"), seeking a declaration that BNP Paribas' use and registration of the mark CONNEXIS in connection with the provision of certain services does not infringe upon any rights CCU has in the mark CONNEXUS, and more specifically, is not likely to cause confusion or mistake, or to deceive, as to affiliation, connection, or association, as detailed in the *Complaint*;

WHEREAS the parties have concluded that confusion is not likely to arise from their use and registration of their respective marks in connection with their respective services given, among other things, the differences in the marks and services, the differing channels of trade and customers customarily associated with the provision of such services, and the fact that neither party is aware of any instances of actual confusion having arisen in the past despite concurrent use;

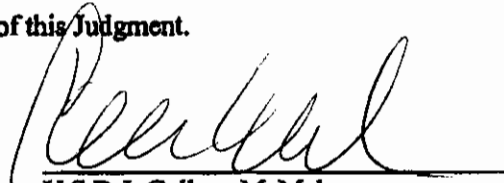
WHEREAS the parties have asked this Court to enter the proposed Consent Judgment so as to reflect that agreement and resolve this matter; and

WHEREAS this Court has considered the proposed Consent Judgment and finds that good cause exists for the entry of judgment on consent, as set forth below:

ORDERED, ADJUDGED AND DECREED, that:

1. CCU owns U.S. Registration Nos. 1537662 and 3039935 for the CONNEXUS mark, which are both in full force and effect according to the United States Patent and Trademark Office records.
2. This Court has jurisdiction over both the subject matter of this case and the parties involved therein.
3. BNP's use of the CONNEXIS mark in the manner described in Paragraphs 10 through 15 and Exhibits A and B of the *Complaint* is not likely to cause consumer confusion or mistake, does not deceive as to sponsorship or association between the parties, and does not violate any valid right belonging to CCU.
4. Each party shall bear its own costs, disbursements and attorneys' fees in the action.
5. The parties acknowledge that they have reviewed the contents hereof with counsel and that they knowingly and voluntarily entered into this Final Judgment on Consent, and can fulfill all obligations under this Judgment.
6. No appeal shall be taken from this Judgment and the parties expressly waive all right to appeal the Court's decision and Judgment.
7. All claims, counterclaims, and defenses asserted or capable of being asserted in this action by either party are hereby dismissed with prejudice, with the jurisdiction of this Court being retained for the purpose of making any other orders

necessary or proper to enforce the terms of this Judgment.


U.S.D.J. Colleen McMahon

SEEN AND AGREED:

2-4-08

CONNEXUS CREDIT UNION

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